MEMORANDUM
SHERIFF'S OFFICE
ADMINISTRATIVE SERVICES
County of Placer

TO: Board of Supervisors

DATE: June 21, 2016

FROM: Edward N. Bonner, Sheriff-Coroner-Marshal

SUBJECT: Approve an Amendment to the Contract between Placer County Sheriff's Office and the City of Colfax for Law Enforcement Services

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ACTION REQUESTED
Approve amendment No. 1 to the contract between the Placer County Sheriff's Office and the City of Colfax to adjust the annual rate for law enforcement services and add Alternative Dispute Resolution (ADR) language. Net budgeted revenue from this amendment for FY 2016-17 is $625,605; amendment term is from July 1, 2016 to June 30, 2017.

BACKGROUND
The Placer County Sheriff's Office provides law enforcement services to the City of Colfax. Your Board approved the most recent contract in 2015, which took effect July 1 of the same year, and is valid through June 30, 2018. Section 6 of the contract allows for the rate of the service to be update each year the contract is in place to reflect changes in salaries, benefits, equipment, and services. For FY 2016-17, the amended contract amount is $625,605, which represents an increase of $17,286 or 2.84% over the previous year. Per advice of County Counsel, ADR language has been added, which will now be under Section 11.

FISCAL IMPACT
The estimated revenue for this amendment is included in the FY 2016-17 Sheriff's Office Proposed Budget. There is no additional fiscal impact to the General Fund.

ATTACHMENTS
Amendment No. 1 to contract between Placer County Sheriff's Office and City of Colfax

BEGINS: July 1, 2016
ADMINISTERING AGENCY: Sheriff-Coroner-Marshal

CONTRACT NO. 13508
AMENDMENT NO. 1

DESCRIPTION: Contract amendment between County of Placer, Office of the Sheriff-Coroner-Marshal and the City of Colfax to update the annual cost of providing law enforcement services for FY 2016-17

THIS AMENDEMENT No.1 of contract No. 13508 is made as of July 1, 2016, by and between the COUNTY OF PLACER, Office of the Sheriff-Coroner-Marshal, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF COLFAX, a municipal corporation, hereinafter referred to as "CITY".

The CITY is desirous of services and the COUNTY is willing to provide the services. The original contract No. 13508 is hereby amended as follows:

Section 6 **PAYMENT FOR SERVICES:** The cost of performing law enforcement services for the year beginning July 1, 2016 through June 30, 2017, both dates inclusive, will be agreed to in the amount of $625,605 (SIX HUNDRED TWENTY FIVE THOUSDAND SIX HUNDRED FIVE DOLLARS) per attached Exhibit A. This sum shall be paid in four equal quarterly installments of $156,401.25 (ONE HUNDRED FIFTY SIX THOUSAND FOUR HUNDRED ONE DOLLARS AND TWENTY FIVE CENTS) to be paid on September 1, 2016; December 1, 2016; March 1, 2017; and June 1, 2017. The COUNTY will provide an amendment adjusting salaries, liability insurance, vehicle rates, and cost of living to the CITY each year for basic law enforcement services for adoption effective July 1 with an amendment approved by both parties.

Section 11 **DISPUTE RESOLUTION:** In the event a dispute, claim or controversy shall arise between the parties to this contract, the parties will first attempt to negotiate in good faith to resolve the dispute between the parties. If the dispute is not resolved between the parties, the parties agree to participate in at least four hours of mediation before a neutral mediator jointly selected by the parties prior to instituting any legal action. The cost of the mediation will be shared on an equal basis between the parties. The mediation shall take place in the County of Placer. All offers, promises, conduct and statements , whether oral or written, made in the course of the mediation by the parties, their agents, employees, experts and attorneys, and by the mediator are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration, lawsuit or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation. Either party may commence mediation by providing the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator and scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith. All applicable statutes of limitation and defenses based on the passage of time shall not be tolled by the requirement that any dispute, claim or controversy related to this contract be submitted to mediation.

All other terms and conditions set forth in the Agreement shall remain unchanged and in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this amendment the day and year first written above.

CITY OF COLFAX

BY:_____
MAYOR, CITY OF COLFAX

APPROVED AS TO FORM

BY:_____
CITY ATTORNEY

COUNTY OF PLACER

BY:_____
CHAIR, BOARD OF SUPERVISORS

BY:_____
PLACER COUNTY SHERIFF

APPROVED AS TO FORM

BY:_____
COUNTY COUNSEL